



**CITY OF PORTLAND  
PUBLIC WORKS DEPARTMENT**

**REQUEST FOR BIDS  
FOR  
ROAD SEALING MATERIALS AND SERVICES**

**RFB # 0401-75-22**

**RFB CONTENTS**

**SECTIONS:**

- 1. INTRODUCTION**
- 2. RFB SCHEDULE OF EVENTS**
- 3. RESPONSE REQUIREMENTS**
- 4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS**
- 5. SEALING CONTRACT EVALUATION & CONTRACT AWARD**

**ATTACHMENTS:**

- 6.1. Response Cityment of Certifications & Assurances**
- 6.2. Bid Amounts & Scoring Guide**

## 1. INTRODUCTION

---

The City of Portland, PUBLIC WORKS DEPARTMENT, hereinafter referred to as “the City,” issues this Request for Bids (RFB) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the City’s process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFB, the City seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with the City as contractors, subcontractors or suppliers.

### 1.1. Cityment of Procurement Purpose

The purpose of this Invitation to Bid (“ITB”) is to provide pricing for Four (4) separate contracts. Contract A includes Coal Tar Pitch Emulsion and Roadsaver 222. Contract B includes High Density Mineral Bond and Roadsaver 222. Contract C includes Aspen Pavement Rejuvenator and Roadsaver 222. Contract D includes Polymer Modified Masterseal (PMM) and Roadsaver 222. All products can be modified with a material on the TDOT Qualified Products List (QPL). All prices are to include labor, striping, cleaning, and any other materials needed to complete the job.

Other Governmental Bodies may utilize the awarded Contract. Supplier agrees to extend this Contract to Authorized Users.

### 1.2. Scope of Service, Contract Period, & Required Terms and Conditions

#### A. Scope of Services and Deliverables

- a. The Contractor shall provide all goods or services and deliverables as required, described, and detailed in the contract and shall meet all service and delivery timelines as specified by this Contract. This contract includes all materials and labor to be used for sealing parking lots, driveways, walking trails and roads.

#### B. Contract Period

- a. This contract has a two-year initial term running from March 8, 2022 to June 30, 2024 followed by two one-year renewal options.
- b. The contract price will increase two and one half percent (2.5%) beginning in year two on July 1, 2022. This increase will occur annually on July 1 until the contract has expired.

#### C. Payment Terms and Conditions

- a. This Contract does not grant the Contractor any exclusive rights. The City does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the City or as otherwise specified by this Contract. Full payment terms and conditions will be detailed in winning bidder final contract.

## 1.2. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFB or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee City constitutional, or statutory law. The Contractor pursuant to this RFB shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

## 1.4. RFB Communications

- 1.4.1. The City has assigned the following RFB identification number that must be referenced in all communications regarding this RFB:

**RFB # 0401-75-22**

- 1.4.2. **Unauthorized contact about this RFB with employees or officials of the City of Portland except as detailed below may result in disqualification from consideration under this procurement process.**

- 1.4.2.1. Prospective Respondents must direct communications concerning this RFB to the following person designated as the Solicitation Coordinator:

CARLTON COBB  
PUBLIC WORKS DEPARTMENT  
100 SOUTH RUSSELL STREET  
PORTLAND TN 37148  
(615) 323-9293  
BLEWIS@CITYOFPORTLANDTN.GOV

- 1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

- a. Assistance will be available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFB by the Public Works Administrative Assistant; and
- b. The following individual designated by the City to coordinate compliance with the nondiscrimination requirements of the City of Portland, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

DENISE GEMINDEN  
PUBLIC WORKS DEPARTMENT  
100 SOUTH RUSSELL STREET  
PORTLAND TN 37148  
(615) 323-9293  
GEMINDEN@CITYOFPORTLANDTN.GOV

- 1.4.3. Only the City's official, written responses and communications with Respondents are binding with regard to this RFB. Oral communications between a City official and one or more Respondents are unofficial and non-binding.
- 1.4.4. Potential Respondents must ensure that the City receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFB Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the City. The City assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the City by a specified deadline is not a substitute for the City's actual receipt of a communication or response.
- 1.4.6. The City will convey all official responses and communications related to this RFB to the prospective Respondents from whom the City has received a Notice of Intent to Respond.
- 1.4.7. The City reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFB. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the City. For internet posting, please refer to the following website: [City of Portland, Tennessee – Home of the Middle Tennessee Strawberry Festival \(cityofportlandtn.gov\)](http://cityofportlandtn.gov).
- 1.4.8. The City reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFB. The City's official, written responses will constitute an amendment of this RFB.
- 1.4.9. Any data or factual information provided by the City (in this RFB, an RFB amendment or any other communication relating to this RFB) is for informational purposes only. The City will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the City. The City expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

#### 1.5. **Assistance to Respondents with a Handicap or Disability**

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFB and participating in the RFB process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFB Section 2, Schedule of Events.

#### 1.6. **Respondent Required Review & Waiver of Objections**

- 1.6.1. Each prospective Respondent must carefully review this RFB, including but not limited to, attachments, the RFB Attachment 6.6., *Pro Forma* Contract, and any amendments, for

questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called “questions and comments”).

- 1.6.2. Any prospective Respondent having questions and comments concerning this RFB must provide them in writing to the City no later than the Written Questions & Comments Deadline detailed in the RFB Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection to the RFB shall be considered waived and invalid if the objection has not been brought to the attention of the City, in writing, by the Written Questions & Comments Deadline.

1.9. **Response Deadline**

A Respondent must ensure that the City receives a response no later than the Response Deadline time and date detailed in the RFB Section 2, Schedule of Events. The City will not accept late responses, and a Respondent’s failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the City of Portland. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

## 2. RFB SCHEDULE OF EVENTS

2.1. The following RFB Schedule of Events represents the City's best estimate for this RFB.

EVENT	TIME (central time zone)	DATE
1. RFB Issued		January 25, 2022
2. Disability Accommodation Request Deadline	2:00 p.m.	January 28, 2022
3. Written "Questions & Comments" Deadline	2:00 p.m.	February 2, 2022
4. City Response to Written "Questions & Comments"		February 3, 2022
5. Sealed Bids Submission Deadline	2:00 p.m.	February 7, 2022
6. City Opening of Sealed Bids	2:01 p.m.	February 7, 2022
7. City Notice of Intent to Award Released <u>and</u> RFB Files Opened for Public Inspection	2:00 p.m.	February 8, 2022
8. End of Open File Period		February 10, 2022
9. City sends contract to Contractor for signature		March 8, 2022
10. Contractor Signature Deadline	2:00 p.m.	March 15, 2022

2.2. **The City reserves the right, at its sole discretion, to adjust the RFB Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFB amendment, and the City will communicate such to prospective Respondents from whom the City has received a Notice of Intent to Respond.

### 3. RESPONSE REQUIREMENTS

---

#### 3.1. Response Form

A response to this RFB can be done by responding to either Contract A, Contract B, Contract C, Contract D, or any combination of the four (4) contracts. The contract that is being bid shall be labeled as such on the bid document. Any blank spaces on the bid document will be recorded as a “no bid”.

- 3.1.1. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFB Attachment 6.2., Cost Proposal & Scoring Guide.

**NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the City may deem the response to be non-responsive and reject it.**

- 3.1.1.1. A Respondent must only record the proposed cost exactly as required by the RFB Attachment 6.2., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.
- 3.1.1.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.
- 3.1.1.3. Contract A, Contract B, Contract C, or Contract D shall be clearly labeled and in separate sealed envelopes.
- 3.1.1.4. A Respondent must sign and date each Cost Proposal.

#### 3.2. Response Delivery

- 3.2.1. A Respondent must ensure the Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFB, as may be amended.
- 3.2.2. A Respondent must submit original Cost Proposal documents and copies as specified below.
  - 3.2.2.1. One (1) original Cost Proposal paper document labeled:

**“RFB # 0401-75-22 COST PROPOSAL ORIGINAL” (LABEL CONTRACT A, B,C, or D)**

and one (1) copy in the form of a digital document in “PDF/XLS” format properly recorded on separate, blank, USB flash drive labeled:

**“RFB # 0401-75-22 COST PROPOSAL COPY”**

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

- 3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

- 3.2.3.1. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

**“DO NOT OPEN... RFB # 0401-75-22 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

- 3.2.3.3. The separately, sealed Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

**“RFB # 0401-75-22 SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”**

- 3.2.4. A Respondent must ensure that the City receives a response no later than the Response Deadline time and date detailed in the RFB Section 2, Schedule of Events at the following address:

CARLTON COBB  
PUBLIC WORKS DEPARTMENT  
100 SOUTH RUSSELL STREET  
PORTLAND, TN 37148

### 3.3. **Response & Respondent Prohibitions**

- 3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the City, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.2. A response must not restrict the rights of the City or otherwise qualify either the offer to deliver goods or provide services as required by this RFB or the Cost Proposal. If a response restricts the rights of the City or otherwise qualifies either the offer to deliver goods or provide services as required by this RFB or the Cost Proposal, the City, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.
- 3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFB) unless expressly requested in this RFB. The City may consider a response of alternative goods or services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The City will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the City will consider any such actions to be grounds for response rejection or contract termination.

- 3.3.5. A Respondent must not provide, for consideration in this RFB process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the City determines that a Respondent has provided such incorrect information, the City will deem the Response non-responsive and reject it.
- 3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFB, except as expressly requested by the City in this RFB. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the City will deem all of the responses non-responsive and reject them.
- 3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).
- 3.3.8. The City shall not consider a response from an individual who is, or within the past six (6) months has been, a City employee or elected official. For purposes of this RFB:
  - 3.3.8.1. An individual shall be deemed a City employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
  - 3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any City employee shall be considered to be a contract with or proposal from the employee; and
  - 3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a City employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 3.3.9. This RFB is also subject to Tenn. Code Ann. § 12-4-101—105.

#### 3.4. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFB Section 2, Schedule of Events unless such is formally requested, in writing, by the City.

#### 3.5. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFB Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

### 3.6. **Additional Services**

If a response offers goods or services in addition to those required by and described in this RFB, the City, at its sole discretion, may add such services to the contract awarded as a result of this RFB.

Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFB and must not record any other rates, amounts, or information.

**NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the City may deem the response non-responsive and reject it.**

### 3.7. **Response Preparation Costs**

The City will not pay any costs associated with the preparation, submittal, or presentation of any response.

#### **4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS**

---

##### **4.1. RFB Amendment**

The City at its sole discretion may amend this RFB, in writing, at any time prior to contract award. However, prior to any such amendment, the City will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFB Schedule of Events if deemed appropriate. If an RFB amendment is issued, the City will convey it to potential Respondents who submitted a Notice of Intent to respond. A response must address the final RFB (including its attachments) as amended.

##### **4.2. RFB Cancellation**

The City reserves the right, at its sole discretion, to cancel the RFB or to cancel and reissue this RFB in accordance with applicable laws and regulations.

##### **4.3. City Right of Rejection**

4.3.1. Subject to applicable laws and regulations, the City reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The City may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFB. Notwithstanding the foregoing, the City reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFB. If the City waives variances in a response, such waiver shall not modify the RFB requirements or excuse the Respondent from full compliance, and the City may hold any resulting Contractor to strict compliance with this RFB.

##### **4.4. Assignment & Subcontracting**

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFB without prior approval of the City. The City reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Respondent intends to use subcontractors, the response to this RFB must specifically identify the scope and portions of the work each subcontractor will perform.

4.4.3. Subcontractors identified within a response to this RFB will be deemed as approved by the City unless the City expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the City and with the City's prior, written approval.

4.4.5. Notwithstanding any City approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFB will be the prime contractor and will be responsible for all work under the Contract.

#### 4.5. **Right to Refuse Personnel or Subcontractors**

The City reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFB. The City will document in writing the reason(s) for any rejection of personnel.

#### 4.6. **Insurance**

4.6.1. All bidders are required to provide a current Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the City of Portland. This certificate shall be in the bid packet. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFB. A failure to provide a current, Certificate of Insurance will be considered a material breach and result in an invalid bid.

4.6.2. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a The City will require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the City of Portland. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFB. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

#### 4.7. **Professional Licensure and Department of Revenue Registration**

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the City as a part of a response to this RFB, shall be properly licensed to render such opinions.

4.7.2. Before the Contract resulting from this RFB is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The City may require any Respondent to submit evidence of proper licensure.

4.7.3. Before the Contract resulting from this RFB is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The City shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following:  
<https://tntap.tn.gov/eservices/#1>

#### 4.8. **Disclosure of Response Contents**

- 4.8.1. All materials submitted to the City in response to this RFB shall become the property of the City of Portland. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the City of Portland.
- 4.8.2. The City will hold all response information, including both technical and cost information, in confidence during the evaluation process.
- 4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).

#### 4.9. **Contract Approval and Contract Payments**

- 4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.
- 4.9.2. This RFB and its contractor selection processes do not obligate the City and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. City obligations pursuant to a contract award shall commence only after the Contract is signed by the City agency head and the Contractor and after the Contract is approved by all other City officials as required by applicable laws and regulations.
- 4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the City of Portland.
  - 4.9.3.1. The City shall not be liable for payment of any type associated with the Contract resulting from this RFB (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Contract Effective Date or after the Contract Term.
  - 4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFB.
  - 4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the City will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the City shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

#### 4.10. **Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFB (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the City. The City will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

#### 4.11. **Contract Amendment**

After Contract award, the City may request the Contractor to deliver additional goods or perform additional services within the general scope of the Contract and this RFB, but beyond the specified Scope, and for which the Contractor may be compensated. In such instances, the City will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the City with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFB. If the City and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the City agency head and the Contractor and must be approved by other City officials as required by applicable statutes, rules, policies and procedures of the City of Portland. The Contractor must not provide additional goods or render additional services until the City has issued a written contract amendment with all required approvals.

#### 4.12. **Severability**

If any provision of this RFB is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFB terms and provisions, and the rights and obligations of the City and Respondents will be construed and enforced as if the RFB did not contain the particular provision held to be invalid.

#### 4.13. **Next Ranked Respondent**

The City reserves the right to initiate negotiations with the next ranked Respondent should the City cease doing business with any Respondent selected via this RFB process.

## 5. EVALUATION & CONTRACT AWARD

### 5.1. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFB not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the City to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFB. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

- 5.1.1. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the City to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFB Attachment 6.2., Cost Proposal & Scoring Guide.

### 5.2. Contract Award Process

- 5.2.1 The Solicitation Coordinator will submit the recommended awardee to the Chief Procurement Officer for consideration along with any other relevant information that might be available and pertinent to contract award.
- 5.2.2. The Chief Procurement Officer will review the apparent best-evaluated Response. To award a contract to a Respondent other than the one receiving the highest evaluation process score, the Solicitation Coordinator must provide written justification and obtain the written approval of the Chief Procurement Officer, Mayor and City Council.
- 5.2.3. The City will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFB files available for public inspection at the time and date specified in the RFB Section 2, Schedule of Events.

**NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.**

- 5.2.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the City pursuant to this RFB. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFB Section 2, Schedule of Events. If the Respondent fails to provide the signed Contract by this deadline, the City may determine that the Respondent is non-responsive to this RFB and reject the response.
- 5.2.5. Notwithstanding the foregoing, the City may, at its sole discretion, entertain limited terms and conditions or pricing negotiations prior to Contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the City's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFB and contractor selection process.
- 5.2.6. If the City determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

**RFB ATTACHMENT 6.1.****RFB # 0401-75-22 CERTIFICATIONS AND ASSURANCES**

The Respondent must sign and complete the Certifications and Assurances below as required.

**The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:**

1. The Respondent will comply with all of the provisions and requirements of the RFB.
2. The Respondent will provide all services as defined in the Scope of the RFB Attachment 6.6., *Pro Forma* Contract for the total Contract Term.
3. The Respondent, except as otherwise provided in this RFB, accepts and agrees to all terms and conditions set out in the RFB Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFB shall incorporate, by reference, all proposal responses as a part of the Contract.
5. The Respondent will comply with:
  - (a) the laws of the City of Portland;
  - (b) Title VI of the federal Civil Rights Act of 1964;
  - (c) Title IX of the federal Education Amendments Act of 1972;
  - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
  - (e) The Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFB is accurate.
7. The response submitted to this RFB was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the City of Portland as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFB or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFB shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFB.
10. The Respondent affirms the following as required by the Iran Divestment Act Tenn. Code Ann. § 12-12-111: "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to §12-12-106."

---

By signing this Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFB and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the Respondent.

**DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT**

**SIGNATURE:**

---

**PRINTED NAME & TITLE:**

---

**DATE:**

---

**RESPONDENT LEGAL ENTITY  
NAME:**

---

**RFB ATTACHMENT 6.2.****COST BID & SCORING GUIDE**

**NOTICE:** THIS COST BID MUST BE COMPLETED EXACTLY AS REQUIRED

**COST BID SCHEDULE—** The Cost Bid, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFB, *Pro Forma* Contract and for the entire contract. The Cost Bid shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Bid opening and thereafter in accordance with any contract resulting from this RFB. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

**NOTICE:** The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1 “The City is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.”

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFB and any contract awarded pursuant to it. If said individual is not the *President or Chief Executive Officer*, this document must attach evidence showing the individual’s authority to legally bind the Respondent.

<b>RESPONDENT SIGNATURE:</b>	
<b>PRINTED NAME &amp; TITLE:</b>	
<b>DATE:</b>	

Sealing

<b>RESPONDENT LEGAL ENTITY NAME:</b>	<b>Bids are to be estimated using a 10,000 sq.ft parking lot with standard striping.</b>		
Cost Item Description	Bid Amount	City Use Only	
		Bid Placed (Yes or No)	Cost
A. COAL TAR PITCH EMULSION PAVEMENT SEALER	\$ / sq. yd		
B. HIGH DENSITY MINERAL BOND	\$ / sq. yd		
C. ASPEN PAVEMENT REJUVENATOR OR APPROVED EQUAL	\$ / sq. yd		
D. POLYMER MODIFIED MASTERSEAL (PMM) OR APPROVED EQUAL	\$ / sq. yd		
E. ROADSAVER 222 OR APPROVED EQUAL	\$ / L.F		
<b>TOTAL COST AMOUNT</b> (cost above): The Solicitation Coordinator will use this bid sheet to calculate the total bid. Each bid will be calculated in the following format; (A+E), (B+E), (C+E), (D+E). Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
City Use – Solicitation Coordinator Signature, Printed Name & Date:			